

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:) Case Number: 23-07042
JESUS HERNANDEZ)
) Chapter: 13
) Honorable Timothy A. Barnes
)
Debtor(s))

AGREED ORDER CONDITIONING THE AUTOMATIC STAY

On the motion of Lakeview Loan Servicing, LLC ("Movant") for the entry of an order modifying the automatic stay, the Debtor and Movant having conferred and agreed upon the following:

IT IS HEREBY ORDERED that the automatic stay in this case, as it applies to the interest of Lakeview Loan Servicing, LLC in the real property at 2013 Falmouth Court, Streamwood, Illinois 60107, shall continue in effect under the following conditions:

1. The Debtor shall make the following stipulation payments timely and directly to Lakeview Loan Servicing, LLC. These payments include the post-petition payment from 07/01/2025 of \$1,345.04 each, attorney fees in the amount of \$850.00 and filing costs in the amount of \$199.00, minus a suspense balance of \$356.42, for a total post-petition default amount of \$2,037.62.
 - a) \$254.70 due on or before 08/15/2025 plus the 08/01/2025 regular payment.
 - b) \$254.70 due on or before 09/15/2025 plus the 09/01/2025 regular payment.
 - c) \$254.70 due on or before 10/15/2025 plus the 10/01/2025 regular payment.
 - d) \$254.70 due on or before 11/15/2025 plus the 11/01/2025 regular payment.
 - e) \$254.70 due on or before 12/15/2025 plus the 12/01/2025 regular payment.
 - f) \$254.70 due on or before 01/15/2026 plus the 01/01/2026 regular payment.
 - g) \$254.70 due on or before 02/15/2026 plus the 02/01/2026 regular payment.
 - h) \$254.72 due on or before 03/15/2026 plus the 03/01/2026 regular payment.
2. Debtor shall thereafter continue making timely post-petition mortgage payments as per the terms of the security agreements.
3. If Debtor fall(s) two (2) months in default on any payment, as referred to in paragraph 1 or 2, Movant shall send a 14-day written Notice of Default to Debtor(s) and to the Debtor's attorney, during which period Debtor(s) may cure the default. Movant shall file the Notice of Default and a Certificate of Service with the Clerk of the Bankruptcy Court. If Debtor fails to cure the default within 14 days of the notice, Movant shall file a Notice of Termination of Stay and a Certificate of Service with the Clerk of the Bankruptcy Court, at which point the Stay shall be automatically modified to permit Movant to exercise in rem rights under non-bankruptcy law without further order of the Court in the property at 2013 Falmouth Court, Streamwood, Illinois 60107.
4. To cure the default, Debtor shall tender the required funds along with a \$125.00 service fee, payable to Lakeview Loan Servicing, LLC. The \$125.00 service fee will be collectible against the Debtor(s), payable to Movant pursuant to the terms of the notice regarding the default. The Agreed

Order does not survive discharge, dismissal or case conversion.

5. In the event Debtor becomes delinquent after (2) prior Notices of Default, then upon the third Notice of Default the automatic stay shall terminate as to the Movant upon the Movant filing its Notice of Termination of Stay filing a Certificate of Service with the Clerk of the Bankruptcy Court and mailing a copy of the filed Notice to Debtor, Debtor's attorney, and Chapter 13 Trustee. Movant will then be allowed to exercise its rights under non-bankruptcy law without further order of the Court in the property at 2013 Falmouth Court, Streamwood, Illinois 60107.

/s/ Nisha B. Parikh
Attorney for Movant

/s/ Michelle E. Mandriou
Attorney for Debtor

Enter:



Dated: July 17, 2025

United States Bankruptcy Judge

Prepared by:

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THIS LAW FIRM IS DEEMED TO BE A DEBT
COLLECTOR.